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Counsel for ARRK Canada, Inc.  
(f/k/a Aar-Kel Moulds, Ltd.)

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

GENERAL MOTORS CORPORATION, *et al.*

Debtors.

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Chapter 11  
Case No. 09-50026 (REG)  
(Jointly Administered)

Hon. Robert E. Gerberfson

**LIMITED OBJECTION OF ARRK CANADA, INC. TO NOTICE  
OF (I) DEBTOR'S INTENT TO ASSUME AND ASSIGN CERTAIN  
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL  
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL  
REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO**

*NOW COMES* ARRK Canada, Inc., f/k/a Aar-Kel Moulds, Ltd. ("Creditor"), by and through its counsel, Silverman & Morris, P.L.L.C., and hereby files this limited objection to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto ("Notice").

1. On June 1, 2009 ("Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code").



2. On June 1, 2009, the Debtors filed a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 for an order authorizing (*inter alia*) the assumption and assignment of certain executory contracts and unexpired leases (Docket No. 92) (“363 Motion”).

3. In the 363 Motion, the Debtors asked this Court to approve their proposed sale of substantially all of their assets to Vehicle Acquisition Holdings LLC, as “New GM”. They also asked the Court to approve procedures for assuming and assigning contracts to New GM, including supplier contracts.

4. On June 2, 2009, the Court granted the 363 Motion with respect to the sale procedures, including the procedure for assuming and assigning contracts to New GM (Docket No. 274).

5. On a date not currently known, the Debtors served the Notice upon the Creditor, indicating that they intended to assume and assign the executory contracts (“Creditor’s Designated Agreements”) which exist between the Creditor (vendor identification number 248890543) and the Debtor(s). The Notice refers the Creditor to a website to view the Cure Amount for the Creditor’s Designated Agreements.

6. The website lists a Cure Amount in the aggregate amount of \$155,715.88 CAD for the Creditor’s Designated Agreements, attached as Exhibit A.

7. The Creditor’s Designated Agreements actually consist of the agreements set forth on Exhibit B, with the Cure Amounts totaling \$224,982.88 CAD as detailed thereon.

8. The Creditor is filing this limited objection in order to preserve its rights.



9. The Creditor has no objection to the Debtors' assumption and assignment of the Creditor's Designated Agreements. However, the actual Cure Amount required is as set forth in paragraph 6.

10. The Creditor's Designated Agreements cannot be assumed without the concurrent cure of all arrearages. "Section 365(b) of the executory contracts section of the [Bankruptcy] Code requires a debtor to cure pre-petition defaults as a precondition of assuming an executory contract." *In re Stoltz*, 315 F.3d 80, 86 (2nd Cir. 2002).

11. Before the Debtors can assume and assign the Creditor's Designated Agreements, the Debtors must cure the entire arrearages owed to the Creditor.

12. There may be additional cure obligations, arising from any post-petition defaults, pending the actual assumption and assignment of the Creditor's Designated Agreements. As required by paragraph 10 of the Order Pursuant to 11 U.S.C. §§ 105, 363, and 365 and Fed.R.Bankr.P. 2002, 6004, and 6006 (I) Approving Procedures for Sale of Debtors' Assets Pursuant to Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice, dated June 2, 2009, the Creditor hereby preserves the right to assert additional cures or other amounts against the Debtors, their estates or the Purchaser, in the event of any post-petition (but pre-assumption) defaults.

13. Because the legal points and authorities upon which the Creditor relies for the purposes of this Objection are incorporated into the Objection, the Creditor respectfully requests that the Court deem satisfied or, alternatively, waive any requirement of the filing of a separate memorandum of law.



**WHEREFORE**, the Creditor respectfully requests that the Court require the amount of cure payments be increased as set forth herein, prior to the assumption and assignment of the Creditor's Designated Agreements.

**SILVERMAN & MORRIS, P.L.L.C.**

By: /s/ Karin F. Avery  
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Dated: July 9, 2009

X:\Clients\Dean & Fulkerson (Arrk Canada)\Ltd objection of Arrk to Notice of Intent to Assume, Assign and Cure Amts 070909.doc



## Contract Notices

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### Supplier Details

Vendor Master ID: **248890543**

Supplier Name	<b>AARKEL ENTERPRISES INC</b>
Contract Cure Amount	<b>\$155,715.88</b>
# of Contracts	<b>14</b>
<a href="#">Click here to view Contracts</a>	

#### Cure Amount Details

Remit DUNS	PO Number	BOL	Document Date	Due Date	Amount
RD240270728	91138	28268	5/25/2009	STAYED	\$3,926.35 CAD
RD240270728	91140	28267	5/25/2009	STAYED	\$407.75 CAD
RD240270728	91139	28266	5/25/2009	STAYED	\$852.16 CAD
RD240270728	91149	28275	5/29/2009	STAYED	\$2,790.13 CAD
RD240270728	91150	28274	5/29/2009	STAYED	\$4,470.63 CAD
RD240270728	91140	28267	5/25/2009	STAYED	\$815.51 CAD
RD240270728	91140	28267	5/25/2009	STAYED	(\$407.75) CAD
RD240270728	89092	28254	5/1/2009	STAYED	\$40,494.96 CAD
RD240270728	30812	28255	5/1/2009	STAYED	\$30,702.46 CAD
RD240270728	21655	28239	5/8/2009	STAYED	\$12,553.31 CAD
RD240270728	21655	28238	5/8/2009	STAYED	\$39,135.17 CAD
RD240270728	21655	28237	5/8/2009	STAYED	\$15,850.16 CAD
RD240270728	26465	28253	5/1/2009	STAYED	\$1,172.86 CAD
RD240270728	27458	28269	5/25/2009	STAYED	\$2,952.17 CAD

#### Important Notices

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that certain Order Pursuant To 11 U.S.C. §§ 105, 363, And 365 And Fed R. Bankr. P. 2002, 6004, And 6006(1) Approving Procedures For Sale Of Debtors' Assets Pursuant To Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser, (II) Scheduling Bid Deadline And Sale Hearing Date; (III) Establishing Assumption And Assignment Procedures; And (IV) Fixing Notice Procedures And Approving Form Of Notice

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order

All contract descriptions that appear in the "Contract ID," "Contract Type," "Contract Name/Description," "Business Unit/Department," fields are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment

The proposed cure amounts set forth herein are subject to adjustment to reflect additional invoices processed in GM's accounts payable system that relate to the period before the Commencement Date

Additionally, the proposed cure amounts set forth herein may not reflect certain debits, chargebacks, claims or other deductions to which GM may be entitled and, in each case, all rights with respect thereto are reserved

GM is updating this website on a daily basis so please check back if you believe that a discrepancy exists in the invoices processed that relate to the period before the Commencement Date

July 08, 2009 @ 09:01:57 AM

Print Contract Details

**EXHIBIT "A"**

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## Contract Notices

User: 1k5u6jhu



Supplier  
Details

Vendor Master ID: **248890543**

Supplier Name: **AARKEL ENTERPRISES INC**  
Contract Cure Amount: **\$155,715.88**  
# of Contracts: **14**

Click [here](#) to view Contract Cure Amount Details

### Contracts

<u>Row ID</u>	<u>GM Contract ID</u>	<u>Vendor ID</u>	<u>Counter Party Name</u>	<u>Contract Type</u>	<u>Contract Name/Description</u>	<u>Business Unit/Department</u>	<u>Contract Status</u>
5716-00037548	TCS16621	240270728	AAR KEL MOULDS LTD	Agreement			To Be Assumed
5716-00046821	PBB01274	240270728	AAR KEL MOULDS LTD	Blanket Order			To Be Assumed
5716-00086684	GMS21655	240270728	AAR KEL MOULDS LTD	Agreement			To Be Assumed



5716- 00087029	PBB01232 147349872	AAR KEL MOULDS LTD	Blanket Order	To Be Assumed
5716- 00087030	PLB01305 240270728	AAR KEL MOULDS LTD	Blanket Order	To Be Assumed
5716- 00087031	PLB01305 240270728	AAR KEL MOULDS LTD	Blanket Order	To Be Assumed
5716- 00087032	PLB01305 240270728	AAR KEL MOULDS LTD	Blanket Order	To Be Assumed
5716- 00087033	PLB01305 240270728	AAR KEL MOULDS LTD	Blanket Order	To Be Assumed
5716- 00093968	TCS26465 240270728	AAR KEL MOULDS LTD	Agreement	To Be Assumed
5716- 00108151	TCS22415 240270728	AAR KEL MOULDS LTD	Agreement	To Be Assumed
5716- 00109727	TCS22926 240270728	AAR KEL MOULDS LTD	Agreement	To Be Assumed
5716- 00120254	GMS30812 240270728	AAR KEL MOULDS LTD	Agreement	To Be Assumed
5716- 01099870	TCS27458 240270728	AAR KEL MOULDS LTD	NULL	To Be Assumed



5716-  
01101467 AAR KEL  
PBS74357 240270728 MOULDS NULL  
LTD

To Be  
Assumed

Hover mouse cursor here for [Contract Status Legend](#)

**Important  
Notices:**

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that certain Order Pursuant To 11 U.S.C. §§ 105, 363, And 365 And Fed. R. Bankr. P. 2002, 6004, And 6006(I) Approving Procedures For Sale Of Debtors' Assets Pursuant To Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline And Sale Hearing Date; (III) Establishing Assumption And Assignment Procedures; And (IV) Fixing Notice Procedures And Approving Form Of Notice.

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AARK CANADA, INC.  
f/k/a AAR-KEL MOULDS LTD.

P.O. NUMBER	AAR-KEL BAL CA\$	GM CURE AMOUNT	VARIANCE	TO BE ASSUMED
PBR91150	4,879.00	4,470.63	(408.37)	?
PBR91149	3,045.00	2,790.13	(254.87)	?
GMS21655	82,017.50	67,538.64	(14,478.86)	YES
TCS16621	5,647.40	0	(5,647.40)	YES
TCS22926	16,980.00	0	(16,980.00)	YES
TCS27458	3,221.84	2,952.17	(269.67)	YES
PBR91140	1,334.60	815.52	(519.08)	?
TCS22415	17,910.54	0	(17,910.54)	YES
GMS30812	37,230.00	30,702.46	(6,527.54)	YES
GMR89092	44,194.00	40,494.96	(3,699.04)	?
PBR91138	4,285.00	3,926.35	(358.65)	?
TCS26465	4,238.00	1,172.86	(3,065.14)	YES
PBB01274	0	0	0	YES
PBB01232	0	0	0	YES
PLB01305	0	0	0	YES
PBS74357	0	0	0	YES
	224,982.88	154,863.72	70,119.16	

Additional Contracts that were entered into on or about May 29, 2009, and should be on the “To Be Assumed” List

GMR86312  
GMR86313  
GMR86325  
PBR88393  
GMR90143  
GMS34316  
GMS34293